## UNITED STATES BANKRUPTCY COURT SOUTHERN DISTRICT OF NEW YORK

In re:	Lehman Brothers Holdings Inc.	Case No. <u>08-13555 (JMP)</u>
		Court ID (Court Use Only)

# NOTICE OF TRANSFER OF CLAIMS OTHER THAN FOR SECURITY PURSUANT TO BANKRUPTCY RULE 3001(E)(2)

CLAIMS HAVE BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. §1111(a). Pursuant to Bankruptcy Rule 3001(e)(2), Transferee hereby gives notice of the transfer, other than for security, of the claims referenced herein.

Name of Transferee:	Name of Transferor:
UBS AG, London Branch	Mary Chocolate Co., Ltd.
Notices to Transferee should be sent to:	Court Record Address of the Transferor:
UBS AG, London Branch	(Court use only)
I Finsbury Avenue	
London	
EC2M 2PP	
England	
Attn: Kazuya Ichikawa and Marie Miyazawa (Tokyo)	
Last Four Digits of Acct.#:	Last Four Digits of Acct.#:
Name and Address where transferee payments should be	Name and Current Address of Transferor
sent (if different from above):	Mary Chocolate Co., Ltd.
	7-1-14, Omori-Nishi, Ota-ku,
	Tokyo 143-8508
	Attn: Masaki Nakayama
Claim Amount:	
\$949,352 principal amount, corresponding to	Note: This is a partial transfer of claim.
100% of ISIN XS0278290589	See Schedule 1 to annexed Evidence of Transfer.
Court Claim No. (if known):	
62783.48	
Date Claim Filed:	
November 2, 2009	

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: Max

Marie Miyazawa Associate Director

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 &3571.

Date: 19th December, 2012

As set forth in the attached Evidence of Transfer of Claim, Transferor has waived to the fullest extent permitted by law any notice or right to receive notice of a hearing under Bankruptcy Rule 3001(e).

### AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM LEHMAN PROGRAM SECURITY

### TO: THE DEBTOR AND THE BANKRUPTCY COURT

For value received, the adequacy and sufficiency of which are hereby acknowledged, Mary Chocolate Co., Ltd. ("Seller") hereby unconditionally and irrevocably sells, transfers and assigns to UBS AG, London Branch (the "Purchaser"), and Purchaser hereby agrees to purchase, as of the date hereof, (a) an undivided interest, to the extent of the amounts specified in Schedule 1 attached hereto (the "Purchased Claim"), in Seller's and all prior sellers' right, title and interest in and to the claim evidenced by Proof of Claim Numbers as specified in Schedule 1 hereto filed by or on behalf of Lehman Brothers International (Europe) (in administration) ("Predecessor") (the "Proof of Claim") against Lehman Brothers Holdings, Inc., debtor in proceedings for reorganization (the "Proceedings") in the United States Bankruptcy Court for the Southern District of New York (the "Court"), administered under Case No. 08-13555 (JMP) (the "Debtor"), (b) all rights, title and benefits of Seller and any prior seller relating to the Purchased Claim, including without limitation (i) any right to receive cash, securities, instruments, principal, interest, damages, penalties, fees or any other property, which may be paid or distributed with respect to the Purchased Claim (including for clarity, all amounts distributed on or after the trade date of December 14, 2012 (the "Trade Date") whether or not the Trade Date is before, on or after any record date with respect to an amount) or with respect to any of the documents, agreements, bills and/or other documents (whether now existing or hereafter arising) which evidence, create and/or give rise to or affect in any material way the Purchased Claim, whether under a plan of reorganization or liquidation, pursuant to a liquidation, or otherwise, (ii) any actions, claims (including, without limitation, "claims" as defined in Section 101(5) of Title 11 of the United States Code (the "Bankruptcy Code")), rights or lawsuits of any nature whatsoever, whether against the Debtor or any other party, arising out of or in connection with the Purchased Claim, (iii) any rights and benefits arising out of or in connection with any exhibit, attachment and/or supporting documentation relating to or evidencing the Purchased Claim, and (iv) any and all of Seller's right, title and interest in, to and under the transfer agreements, if any, under which Seller or any prior seller acquired the rights and obligations underlying or constituting a part of the Purchased Claim, but only to the extent related to the Purchased Claim, and any and all of Seller's right, title and interest in, to and under any right or remedy of Seller or any prior seller against any prior seller in respect of the Purchased Claim, (c) the security or securities (any such security, a "Purchased Security") relating to the Purchased Claim and specified in Schedule 1 attached hereto, and (d) any and all rights, remedies, claims and causes of actions regarding any of the foregoing; (e) any and all proceeds of any of the foregoing (collectively, as described in clauses (a), (b), (c), (d) and (e), the "Transferred Claims"). For the avoidance of doubt, the Purchaser does not acquire any liabilities or obligations with respect to the Transferred Claims or the Seller or the any prior sellers.

The Purchased Claim was transferred from Predecessor to Lehman Brothers Japan Inc. as evidenced at docket #18840 and by Lehman Brothers Japan Inc. to Seller as evidenced at docket number #19948 in the Proceedings,

Seller hereby represents and warrants to Purchaser that: (a) the Proof of Claim was duly and timely filed on or before 5:00 p.m. (prevailing Eastern Time) on November 2, 2009 in accordance with the Court's order setting the deadline for filing proofs of claim in respect of "Lehman Program Securities"; (b) the Proof of Claim relates to one or more securities expressly identified on the list designated "Lehman Programs Securities" available on http://www.lehman-docket.com as of July 17, 2009; (c) Seller owns and has good legal and marketable title to the Transferred Claims, free and clear of any and all liens, claims, objections, set-off rights, security interests, participations, factoring agreements or encumbrances created or incurred by Seller or any prior seller or against Seller or any prior seller and all filings required to evidence Seller's title to the Transferred Claim have been duly and timely filed with the Court; (d) Seller is duly authorized and empowered to execute and perform its obligations under this Agreement and Evidence of Transfer; (e) the Proof of Claim includes the Purchased Claim specified in Schedule 1 attached hereto; (f) neither the Seller nor any prior seller has engaged in any acts, conduct or omissions, or had any relationship with the Debtor or its affiliates, that will give rise to any setoff, defense or counterclaim or that will result in Purchaser receiving in respect of the Transferred Claims proportionately less payments or distributions or less favorable treatment than other unsubordinated unsecured claims; (g) Seller has delivered to Purchaser a true and correct copy of the Notice of Proposed Allowed Claim Amount, dated August 29, 2011, which relates to the Proof of Claim, and as of the date hereof, neither Seller nor any prior seller has received any revised Notice of Proposed

Seller: Mary Chocolate Co., Ltd. Buyer: UBS AG, London Branch Proof of Claim: 62783.48 ISIN: XS0278290589 Allowed Claim Amount or other Notice of Proposed Allowed Claim Amount; (h) all predecessor agreements contain provisions pursuant to which the respective prior sellers waive any objection to the transfer of the Transferred Claims to transferees including the Purchaser; (i) there are no objections to the Transferred Claims, and all documents provided to Purchaser by Seller are true, accurate and complete copies of such documents, and there are no documents received by any prior seller or Seller that are material or adverse to the Transferred Claims which have not been provided by Seller to the Purchaser; (j) Purchaser is entitled to transfer its rights and its obligations hereunder without any notice to or the consent of any prior seller; and (k) Seller (or prior seller) has received \$27,125.43 and \$18,304.78 in respect of the Transferred Claim due to a distribution on April 17, 2012 and October 1, 2012 respectively (the "2012 Distribution"). Other than the 2012 Distribution, no distributions, proceeds, assets, cash or other amounts have been received by Seller (or any prior seller) in respect of the Transferred Claims.

- 3. Seller hereby waives any objection to the transfer of the Transferred Claims to Purchaser on the books and records of the Debtor and the Court, and hereby waives, with respect only to the Transferred Claims, to the fullest extent permitted by law any notice or right to receive notice of a hearing with respect to such transfer pursuant to Rule 3001(e) of the Federal Rules of Bankruptcy Procedure, the Bankruptcy Code, applicable local bankruptcy rules or applicable law, and consents to the substitution of Seller by Purchaser for all purposes in the case, including, without limitation, for voting and distribution purposes with respect to the Transferred Claims. Purchaser agrees to file a notice of transfer with the Court pursuant to Federal Rule of Bankruptcy Procedure 3001(e) including this Agreement and Evidence of Transfer of Claim. Seller acknowledges and understands, and hereby stipulates, that an order of the Court may be entered without further notice to Seller transferring to Purchaser the Transferred Claims, recognizing Purchaser as the sole owner and holder of the Transferred Claims, and directing that all payments or distributions of money or property in respect of the Transferred Claim be delivered or made to Purchaser.
- 4. All representations, warranties, covenants and indemnities shall survive the execution, delivery and performance of this Agreement and Evidence of Transfer of Claim and the transactions described herein. Purchaser shall be entitled to transfer its rights hereunder without any notice to or the consent of Seller. Seller hereby agrees to indemnify, defend and hold Purchaser, its successors and assigns and its officers, directors, employees, agents and controlling persons harmless from and against any and all losses, claims, damages, costs, expenses and liabilities, including, without limitation, reasonable attorneys' fees and expenses, that result from Seller's breach of its representations, warranties, covenants and agreements made herein.
- 5. Seller shall promptly (but in any event on no later than the third (3rd) business day following receipt) remit any notices, correspondence, payments, distributions or proceeds received by Seller or any prior seller in respect of the Transferred Claims to Purchaser. Seller has transferred, or shall transfer as soon as practicable after the date hereof, (but in any event on no later than the third (3rd) business day following the date hereof), to Purchaser each Purchased Security to such account, via Euroclear or Clearstream (or similar transfer method), as Purchaser may designate in writing to Seller. This Agreement and Evidence of Transfer supplements and does not supersede any confirmation, any other automatically generated documentation or any applicable rules of Euroclear or Clearstream (or similar transfer method) with respect to the purchase and sale of the Purchased Security. Seller shall act or omit to act with respect to the Transferred Claims solely to the extent directed by Purchaser, and Seller shall cause all prior sellers to act or omit to act with respect to the Transferred Claims solely to the extent directed by Purchaser.
- Each of Seller and Purchaser agrees to (a) execute and deliver, or cause to be executed and delivered (including, on Seller's part, causing any prior seller to execute or deliver), all such other and further agreements, documents and instruments and (b) take or cause to be taken all such other and further actions (including, on Seller's part, causing any prior seller to deliver distributions and proceeds received by any prior seller and to act) and other actions as the other party may reasonably request to effectuate the intent and purposes, and carry out the terms, of this Agreement and Evidence of Transfer, including, without limitation, cooperating to ensure the timely and accurate filing of any amendment to the Proof of Claim. Seller agrees that all distributions, amounts, proceeds, assets, cash and other property received by Seller or any prior seller on or after the Trade Date (whether or not such Trade Date is before, on or after any record date for such amounts) are for the account of Purchaser, and at the election of the Purchaser, (i) the Purchaser may net, setoff and reduce the purchase price payable by it and any other amounts owed by it in respect of the Transferred Claims against the distributions, assets, cash, property and amounts payable by

Seller: Mary Chocolate Co., Ltd. Buyer: UBS AG, London Branch Proof of Claim: 62783.48 ISIN: XS0278290589 Seller (or any prior seller) to it in respect of distributions, assets, cash, property and amounts received by Seller or any prior seller on and after the Trade Date, or (ii) the Seller shall pay such amounts received by Seller or any prior seller on or prior to the date of this Agreement and on and after the Trade Date in respect of the Transferred Claims to the account information provided to it by Purchaser on the date of this Agreement.

7. Seller's and Purchaser's rights and obligations hereunder shall be governed by and interpreted and determined in accordance with the laws of the State of New York (without regard to any conflicts of law provision that would require the application of the law of any other jurisdiction). Seller and Purchaser each submit to the jurisdiction of the courts located in the County of New York in the State of New York. Each party hereto consents to service of process by certified mail at its address listed on the signature page below.

IN WITNESS WHEREOF, this AGREEMENT AND EVIDENCE OF TRANSFER OF CLAIM is executed this 19th day of December, 2012.

MARY CHOCOLATE CO., LTD.

By: Name: Hiroshi Yoshida

Title: president

### Address:

Mary Chocolate Co., Ltd. 7-1-14, Omori-Nishi, Ota-ku, Tokyo 143-8508 Japan

### UBS AG, LONDON BRANCH

By: Ucull& C Director
Traded Products Legr

By: Peter Stickland
Director
By: Traded Products Legal
Name:
Title:

### Address:

UBS AG, LONDON BRANCH 1 Finsbury Avenue London EC2M 2PP England

# Schedule 1

# Transferred Claims

Purchased Claims

attached at Schedule 2 and described below (for the avoidance of doubt, Seller holds 100% of the claim that is referenced in the Proof of Claim to the extent that the ultimately allowed amounts of the Proof of Claim in respect thereof differs from the original amount, pursuant to this Agreement and Evidence of Transfer of Claim: Lehman Program Securities, Seller intends to transfer 100% of Seller's interest in, to and in connection with that claim in respect of ISIN XS0278290589) together with interest, fees, expenses and other recoveries due. 100% of Seller's interest in, to and in connection with that claim that is referenced in the Proof of Claim with ISIN XS0278290589 as highlighted in the copy of the Proof of Claim

# Lehman Programs Securities to which Transfer Relates

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Accrued Amount (as of Proof of Claim Filing Date)	JPY2,955,556 (USD 28,059)
Proof of Claim Number	62783.48
Maturity	December 29, 2036
Coupon	Index-Lin ked Interest
Principal/ Notional Amount in JPY (USD equivalent)	JPY 100,000,000 (USD 949,352)
Guarantor	Lehman Brothers Holdings Inc.
Issuer	Lehman Brothers Treasury Co. B.V.
Blocking Number	6045518
ISIN/CUSIP	XS0278290589
Description of Security ISIN/CUSIP	JPY100,000,000 Fixed Rate and Index-Linked Target Redemption Notes due December 29, 2036

Schedule 2

	nkruptcy Court/Southern Holdings Claims Proces			URITIES PROGRAMS
	tcy Solutions, LLC . Box 5076		PROC	OF OF CLAIM
In Re:	Holdings Inc., et al.,	Chapter 11 Case No. 08-13555 (JMP) (Jointly, Administered)	Lehman B	Southern District of New York rothers Holdings Inc., Et Al. 08-13555 (JMP) 0000062783
based on Lehn	m may not be used to nan Programs Securi nman-docket.com as	o file claims other than those ties as listed on of July 17, 2009		
Creditor) Lehma 25 Ba Londo E14 5	n Brothers Interr nk Street n LE . d Kingdom	and address where notices should be national (Europe) (in adm  Pearson Lional contact information	inistration)	Check this box to indicate that this claim amends a previously filed claim.  Court Claim Number:  (If known)
			••	Filed on:
Telephone numbe Name and address	rr; see attached Er s where payment should	nail Address: see attached be sent (if different from above)		Check this box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
Telephone numbe		nail Address:		
Programs Securitiand whether such dollars, using the you may attach a  Amount of Clain	ies as of September 15, 2 claim matured or becam exchange rate as applica schedule with the claim in: \$ see attached	2008, whether you owned the Lehman e fixed or liquidated before or after S ble on September 15, 2008. If you ar amounts for each Lehman Programs  (Required)	n Programs Securities on Septen September 15, 2008. The claim e filing this claim with respect t Security to which this claim rela	
☑ Check this b	ox if the amount of clain	n includes interest or other charges in	addition to the principal amour	nt due on the Lehman Programs Securities.
2. Provide the l this claim with re which this claim	spect to more than one L	lentification Number (ISIN) for each ehman Programs Security, you may a	Lehman Programs Security to variate a schedule with the ISINs	which this claim relates. If you are filing for the Lehman Programs Securities to
International Se	curities Identification N	Number (ISIN): see attached	(Required)	<u> </u>
appropriate (each from your account than one Lehman relates.	, a "Blocking Number") tholder (i.e. the bank, br Programs Security, you	for each Lehman Programs Security oker or other entity that holds such su may attach a schedule with the Block	for which you are filing a claim scurities on your behalf). If you king Numbers for each Lehman	depository blocking reference number, as You must acquire a Blocking Number are filing this claim with respect to more Programs Security to which this claim other depository blocking reference
number; see a				
		(Requir	red)	
you are filing this accountholder (i.e numbers.	claim. You must acquire the bank, broker or oth	re the relevant Clearstream Bank, Eu er entity that holds such securities or	roclear Bank or other depository a your behalf). Beneficial holde	ur Lehman Programs Securities for which y participant account number from your as should not provide their personal account
Accountholders	Euroclear Bank, Clear	stream Bank or Other Depository		97816 EUROCLEAR
		(Require		FOR COURT USE ONLY
consent to, and and disclose your idea	re deemed to have author ntity and holdings of Leb is and distributions.	eam Bank or Other Depository: B rized, Euroclear Bank, Clearstream B uman Programs Securities to the Deb	ank or other depository to tors for the purpose of	FILED / RECEIVED  NOV 0 2 2009
Date.	of the creditor or other		nd state address and telephone	EPIQ BANKRUPTCY SOLUTIONS, LLC
Panalt	for presenting fraudules	at claim: Fine of up to \$500.000 or i		

# ATTACHMENT TO LEHMAN PROGRAMS SECURITIES CLAIM OF LEHMAN BROTHERS INTERNATIONAL (EUROPE) (IN ADMINISTRATION)

Lehman Brothers International (Europe) (in administration) (including all of its international branches, "LBIE"), acting through one of Steven Anthony Pearson, Michael John Andrew Jervis. Dan Yoram Schwarzmann or Anthony Victor Lomas (together, the "Administrators" and each an "Administrator") as agents for LBIE and without personal liability, hereby files this Lehman Programs Securities (as defined in the Bar Date Order dated July 2, 2009, "LPS") omnibus claim (the "LPS Omnibus Claim") against Lehman Brothers Holdings Inc. ("LBHI" and, together with its direct and indirect subsidiaries, the "Lehman Group"), case number 08-13555 (JMP) (the "Bankruptcy Proceeding") in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court"). LBIE files this LPS Omnibus Claim in connection with the LPS bar date for the purpose of preserving the rights of its clients (which term, for the avoidance of doubt, means in this LPS Omnibus Claim, LBIE's own clients and the clients of LBIE's affiliates) on whose behalf this LPS Omnibus Claim is made under title 11 of the United States Code (the "Bankruptcy Code"). This LPS Omnibus Claim, including, without limitation, each of the values identified herein and in any supporting workpapers attached hereto, has been calculated to the best of the Administrators' knowledge in reliance on LBIE's books and records as of the date of this filling and as qualified in every respect as set forth in greater detail herein. LBIE reserves the right to supplement, amend or correct the claim population and each claim value or value placeholder reported in this LPS Omnibus Claim.

### I. BACKGROUND

- 2. LBIE (an unlimited company incorporated in England and Wales with registered number 02538254) was the principal trading company of the Lehman Group in Europe. LBIE's business involved the global provision of a wide range of financial services and products, including trading and broking, equity and fixed income instruments and financial derivatives on behalf of its clients and itself. LBHI was the parent holding company in the United States of the Lehman Group, which provided a wide array of financial services in equity and fixed income sales, trading and research, investment banking, asset management, private investment management and private equity. LBHI and LBIE functioned as part of an integrated, international financial group whose businesses were closely intertwined.
- 3. On September 15, 2008, LBIE was placed into administration by order of the High Court of England and Wales (the "Administration Date"). On the same date, LBHI filed for bankruptcy protection in the Bankruptcy Court pursuant to chapter 11 of the Bankruptcy Code (the "Filing Date").

### II. DESCRIPTION OF LPS OMNIBUS CLAIM

4. LBIE asserts and reserves the rights of its clients, whose holdings are identified in the supporting workpapers attached hereto, under the Bankruptcy Code, and other applicable law, with respect to their claims, whether or not such clients have independently filed a claim on their own behalf in the Bankruptcy Proceeding. LBIE has identified the LPS holdings reflected in the attached schedule (the "LPS Holdings") by comparing its own books and records against the LPS list dated July 17, 2009 (as amended on September 23, 2009) provided by LBHI on its website (the "LPS List"). LBIE has custody of the LPS Holdings, each of which are guaranteed by LBHI. LBIE holds the LPS Holdings for its clients and/or for clients of its affiliates. LBIE estimates that the aggregate amount owing by LBHI to LBIE's clients in connection with Account Number 97816 at EUROCLEAR, subject in

all respects to the reservation of rights and the further discussion as set forth herein, is not less than USD 2,084,741,055 (the "Valuation") as displayed in the schedule attached hereto.

5. With respect to bonds, the Valuation has been calculated as the nominal position multiplied by a factor of one multiplied by accrued interest where applicable and then converted to a USD equivalent using the appropriate exchange rate from Lehman Group systems as at September 15, 2008. Where applicable and/or where possible, the accrued interest has been calculated from the last coupon payment date to September 15, 2008, but due to limited access to the requisite Lehman Group systems post-September 15, 2008, such calculations have been based on alternative sources of information, which are still in the process of being validated.

### III. RESERVATION OF RIGHTS

- 6. The relationship between LBIE and other members of the Lehman Group, including LBHI, was extremely complex. The relationship became more complex upon and after the Administration Date because, among other reasons, the regular maintenance and functioning of the IT systems and resources on which LBIE relied to monitor and record its security and custody positions effectively ceased on the Administration Date. Further, due to the global separation of the Lehman Group since September 15, 2008, there are differences between the internal data platforms and IT systems that various members of the Lehman Group, including LBHI, may continue to use versus the IT systems and resources that LBIE may continue to use. These practical complexities, together with difficulties surrounding the evaluation and interpretation of the underlying contractual documentation and electronic records of the LPS Omnibus Claim, require substantial resources and expertise to analyze and overcome. This lack of access to full books and records, all systems, and requisite personnel impacts LBIE and other members of the Lehman Group alike.
- 7. This LPS Omnibus Claim is necessarily being filed in reliance on the Administrators' best understanding of LBIE's books and records as of the date of this filing. The Administrators have only had access to LBIE's books and records since the Administration Date. LBIE reserves all rights to update, revise and supplement the data supporting this LPS Omnibus Claim, including with respect to, but not limited to, the valuation of securities as described herein, as LBIE continues to reconcile its books and records with LBHI and other members of the Lehman Group as applicable. LBIE's clients do not waive any right to amounts due for the LPS Omnibus Claim asserted herein by not stating a specific amount due for any such claims at this time.
- 8. This LPS Omnibus Claim has been made for and on behalf of LBIE's clients. To the extent that new or better information becomes available which indicates that one, some or all of the LPS Holdings are in fact held by LBIE for itself, LBIE reserves all of its rights with respect to such LPS Holdings, and will amend the relevant LPS Claim(s) filed by LBIE and/or this LPS Omnibus Claim accordingly.
- 9. Valuations have been performed using the best data reasonably available in the period before the Bar Date. Valuations are subject to change should more or better data become available with respect to the following non-exhaustive list of valuation components: (i) despite best efforts to ascertain the complete set of depot settlement data with respect to failed and pending trades, such data is unavailable to LBIE as certain of such data is in the control of other custodians, some of which may confront the same systems and personnel problems that LBIE currently faces; (ii) corporate actions and events and coupons payable data prior to September 15, 2008 are not included due to the need to correct underlying system data before calculating their impact; (iii) LBIE's access to and visibility of information pertaining to the movement of securities post-September 12, 2008 has been

substantially hindered if not terminated completely; (iv) certain pricing factors, including but not limited to inflation indices and multi-currency bonds; (v) with respect to warrant securities that were difficult to value, LBIE has not yet ascribed a value to each such warrant security for the purpose of estimating the amount of the claim in relation thereto; (vi) with respect to securities that have embedded derivatives that effect the principal payout, LBIE is not currently able to compute the impact of the default of the issuer of the security given the complexity and burdensome nature of such exercise; and (vii) other variables.

- 10. Moreover, except as otherwise noted herein or in the exhibits hereto, the securities positions reflect depot positions per LBIE's records as of September 12, 2008. LBIE explicitly reserves its right to supplement, amend or revise the LPS Omnibus Claim to reflect valuations as more information becomes available.
- 11. Populations of LPS have been reflected in the attached schedule using the best data reasonably available in the period before the Bar Date. Populations are subject to change should more or better data become available with respect to the following non-exhaustive list of factors affecting populations: (i) certain custodian information about transactions is unavailable to LBIE as well as other members of the Lehman Group; (ii) the process of reconciliation with LBHI, other members of the Lehman Group, other custodians, street-side counterparties, and clients is still ongoing and may result in additions to or decreases from the populations of LPS, which may include certain positions about which LBIE has received queries from certain affiliates, but with respect to which no reconciliation has yet been completed; (iii) trades were mis-booked during the preadministration period and can only be identified and rectified after intensive manual investigation; and (iv) other factors.
- 12. LBHI is the guarantor of all LPS, and it is LBHI's books and records that would reflect any and all offerings of foreign Lehman paper that should have been included in the LPS List. LBIE is not in a position to ensure that the LPS List is complete. While LBIE reviewed its books and records for any LPS-qualifying securities that it purchased or holds, and made additions to the LPS List before it was finalized by LBHI, as discussed throughout this LPS Omnibus Claim, LBIE's access to all systems and records is limited. Accordingly, LBIE reserves all rights of its clients to, among other things, supplement this LPS Omnibus Claim should new LPS-qualifying securities not included in the LPS List be discovered after the date of this filing.
- 13. The claims not denominated in USD have been converted to USD for the purpose of this submission. In general, LBIE has relied on exchange rates taken from Lehman Group systems as at September 15, 2008. Ultimately, LBIE reserves its clients' rights as to the appropriate foreign exchange rates upon which to base any of its clients' claims.
- 14. LBIE hereby asserts on behalf of its clients a claim for interest and other costs including but not limited to attorneys' fees and/or other professional fees on the constituent parts of the LPS Omnibus Claim where appropriate and expressly reserves the right to amend the LPS Omnibus Claim accordingly.
- 15. As per the Bar Date Order dated July 2, 2009, LBIE has not attached any documentation supporting the LPS Omnibus Claim other than the attached schedule. LBIE will use its reasonable efforts to make relevant contracts, agreements and other information pertinent to the LPS Omnibus Claim available upon reasonable request by LBHI in a manner and time to be agreed by the parties.

- 16. To the extent that any portion of the LPS Omnibus Claim is entitled to administrative priority status under section 507 of the Bankruptcy Code, LBIE claims such priority status to the maximum amount allowed by law on behalf of its clients. The filing of this LPS Omnibus Claim shall in no way be deemed a waiver of LBIE's right to assert on behalf if its clients that any or all of the amounts owed to LBIE's clients by LBHI are entitled to administrative priority status.
- 17. LBIE's clients reserve the right to assert any basis for recovery of cash, securities or other assets from LBHI under any legal or equitable theory including, without limitation, indemnification, breach of fiduciary duty, unjust enrichment, conversion, constructive trust, return of property otherwise not properly within LBHI's bankruptcy estate, treatment in accordance with the regulations of the Financial Services Authority or other potentially applicable US or non-US laws and regulation or other priority treatment with respect to each of the claims asserted herein.
- 18. LBIE does not waive any right or rights of action that LBIE's clients have or may have against LBHI's estate or any other entity. LBIE reserves any and all rights its clients have or may have with respect to any other agreements that may exist between LBIE's clients and LBHI, including without limitation, any rights of setoff, recoupment or netting. Nothing herein shall be deemed a waiver by LBIE's clients of any of their rights and remedies in connection with such agreements.
- By filing this LPS Omnibus Claim, LBIE does not submit itself or its clients to the jurisdiction of the Bankruptcy Court or any other U.S. court or tribunal for any purpose other than with respect to this LPS Omnibus Claim. Where U.S. jurisdiction does exist with respect to this LPS Omnibus Claim, LBIE does not waive or release its rights to, on behalf of its clients, (i) withdraw the reference or (ii) a jury trial with respect to the subject matter of this LPS Omnibus Claim, any objection thereto or other proceeding that may be commenced in this case against or otherwise involving LBIE. By filing this LPS Omnibus Claim, neither LBIE nor its clients waive any of their rights and remedies against any other person or entity who may be liable for all or part of the claims set forth herein, whether another affiliate of LBHI, or an assignee, separate guarantor or otherwise. LBIE and its clients reserve all rights to assert (i) any claim, defense, offset or other right against any party, including but not limited to LBHI or any of its affiliated debtors or non-debtors, in a foreign jurisdiction, including but not limited to claims based on U.S. and U.K. or other foreign law, and (ii) any claims, defenses, offsets or other rights available to them under U.S. or any other jurisdiction's law in the event LBHI asserts counterclaims or affirmative claims against LBIE or its clients in the Bankruptcy Court. Furthermore, LBIE asserts that any counterclaim or affirmative claim by LBHI against LBIE or its clients must be asserted in its applicable foreign proceeding, whether in the U.K. or in another foreign jurisdiction, and LBJE and its clients reserve the right to assert therein any claim, defense, offset or other right that may be asserted in such U.K. or other foreign proceeding. LBIE and its clients further reserve all rights to assert that, under principles of equity or comity or otherwise, a court other than the Bankruptcy Court would be the appropriate forum in which to hear and decide any matter in connection with this LPS Omnibus Claim.
- 20. This LPS Omnibus Claim is not intended to be and shall not be construed as (a) an election of remedies; (b) a waiver of any defaults; or (c) a waiver or limitation of any rights, remedies, claims or interests of LBIE and/or LBIE's clients.
- 21. LBIE reserves the right to replace, amend or supplement this LPS Omnibus Claim at any time and in any respect, including, without limitation, for the purpose of (a) setting forth or changing the basis of the claims described herein and (b) providing further description or evidence of such claims.

In the event that any order of the Bankruptcy Court is entered into which effects: (i) a recharacterization or subordination of claims, including without limitation, this LPS Omnibus Claim; (ii) substantive consolidation of some or all of the LBHI affiliated debtors with any of their affiliates; or (iii) any other similar remedy, the rights of LBIE to file additional proofs of claim or amended proofs of claim against LBHI or any of its affiliates on behalf of LBIE's clients is specifically reserved. This LPS Omnibus Claim is submitted without prejudice to any of LBIE's rights or those of its clients in all respects.

22. The Administrators have signed this LPS Omnibus Claim as agents for and on behalf of LBIE and neither they, their firm, partners, employees, agents, advisers or representatives shall incur any personal liability whatsoever in respect of, or in relation to, this LPS Omnibus Claim. The exclusion of liability set out in this paragraph shall arise and continue notwithstanding the termination of the agency of the Administrators and shall operate as a waiver of any claims in tort as well as under the laws of contract.

### IV. NOTICES

23. Notices regarding this LPS Omnibus Claim should be sent to

Lehman Brothers International (Europe) (in administration) 25 Bank Street London E14 5LE United Kingdom

Attn: Steven Anthony Pearson as Joint Administrator of Lehman Brothers International (Europe)

and

PricewaterhouseCoopers LLP
Plumtree Court
London
EC4A 4HT
United Kingdom
Attn: Steven Anthony Pearson

with a copy to:

Linklaters LLP 1345 Avenue of the Americas New York, NY 10105 Attn: Titia Holtz Kiah Beverly-Graham

Phone: (212) 903-9000

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Valuation - USD Equivalent	3,797,408	4,599,700	5,843,750	4,599,700	5,643,750	3.753.121	5,643,750	474,676	10,055,278	5.643.750	5,643,750	5,643,750	5,643,750	0,643,750	4,031,250	952,517	7,187,002	949.352	5.643.750	5,000,000	5,643,750	4,599,700	4,767,857	4,767,857	5,643,750	18,000,000	6,450,000	6,450,000	5,543,750	5,643,750	5,643,750	6,046,875	4,599,700	5.643.750	5,643,750	5,643,750	5.643.750	5,643,750	11,287,500	1,803,769	40,047,222	30,035,417	40,047,222	5,643,750	7,532,525	7,507,912	16,687,359	5,643,750	7,637,875	7,637,875	5,643,750	958,213	7,820,356	5,643,750
FX Rate at 15/09/2008	0.0095	0.6571	0.8083	0.6571	0.8063	0,00085	0.8063	9600'0	1.0000	0.8063	0.8063	0.8063	0.8063	0.8063	0.8063	0.0095	0.8063	0.0095	0.8063	1.0000	0.8063	0.6571	0.0095	0.0085	0.8063	1,0000	0,8063	0.8063	0.8083	0.8063	0.8083	0.8063	0.6571	0.8063	0.8083	0.8083	0.8063	0.8063	0.8083	0.0095	1,0000	1,0000	7.0000	0.8063	0.8063	0,8063	0.8063	0.8063	0.8063	0.8063	0.8063	0.0095	0.8063	0.8063
Valuation - Underlying Currency Amount		7,000,000	7 000 000 7	7,000,000	7,000,000	250,000,000	000.000.2	000'000'09	10,055,278	7.000,000	7,000,000	000'000'2	7.000,000	000,000,5	000,000,8	100,333,333	8.914.111	100,000,000	000,000,7	000'000'5	7.000,000	7,000,000	502.222.222	502,222,222	7,000,000	18.000.000	000'000'8	8,000,000	8,000,000	7,000,000	7.000,000	2,500,000	2,000,000	7,000,000	2,000,000,7	7,000,000	7,000,000	7,000,000	14,000,000	190,000,000	40,047,222	30.035,417	40,047,222	7,000,000	9,342,667	9.312,139	20,697,500	000'000'2	9,486,750	9,473,333	7,000,000	100,933,333	5,699,667	0.000,000,7
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International Securities Identification Number (ISIN)	XS0351650964	XS0351627806	XS0351359103 XS035036036	XS0350117064	XS0350116926	XS0349757368	XS0349153931	XS0348936161	XS0347694787	XS0346508616 XS0346124684	XS0346124638	XS0346123408	XSD345815178	XS0345814791	XS0342813/98 XS0344889710	XS0344830608	XS0344549141	XS0344142202	XS0344101943	XS0344086532	XS0343798400	XS0343642905	XS0343584602	XS0343216809	XS0342989711	XS0342989398	XS0342120820	XS0341223427	XS0341168069	XS0340649200	XS0340647840	XS0340462042 XS0339561002	XS0339558527	XS0338568380	XS0339480773	XS0338845596	XS0338801110	XS0338676116 X50338675000	XS0338675811	XS0338675571	XS0338657082	XS0338655860	XS0338656787	XS03380518045	XS0337877582	XS0337413917	XS0336928113	XS0336617203	XS0336414866 Xenase240660	XS0335872070	XS0335624036	XS0335623731 XS0335621875	XS0335345665	XS0335344932 XS0335143797

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Includes Coupon Interest Accrual							Yes	× ×	Yes								Yes		:	Yes									Yes														×	3				Yes								Yes
Valuation - USD Equivalent	5,643,750	5,643,750	5,643,750	5,643,750	5,643,750	5,643.750	13.754.798	26,700,489	13,754,798	5,643,750	1,139,222	2,643,730	3,227,797	5,643,750	5.643,750	5,643,750	966,704	4,589,700	4,589,700	1 225 000	5,643,750	5,643,750	5,643,750	2,418,750	5.643.750	1,044,287	5,643,750	2.848,056	10.081.467	5,643,750	5,643,750	5,643,750	5.643,750	2,278,445	5,643,750	5,643,750	2,848,056	5,643,750	5.643,750	5,643,750	3,512,603	2,848,056	0.645,730	5,643,750	5,643,750	3,000,000	5,643,750	3,963,281	11.287.500	5,643,750	11.287,500	5,643,750	5.643,750	5,643,750	5.643,750	2.278,163
	0.8063	0.8063	0.8063	0.8083	0.8063	0.8083	0.8063	0.8063	0.8063	0.8063	0.0085	0.0095	0.0095	0.8063	0.8063	0.8063	0.0095	1759.0	0.6571	0.8063	0,8063	0.8063	0.8063	0.8063	0.8063	0.0095	0.8063	0.0095	1,0000	0.8063	0.8063	0.8063	0.8063	0.0095	0.8063	0.8063	0.0085	0.8063	0.8063	0.8063	0.0095	\$600.0	0.0095	0.8063	0.8063	1.0000	0.8063	5600.0	0.8063	0.8063	0.8063	0.8063	0.8063	0.8063	0.8063	0.0095
Valuation - Underlying Currency Amount	7.000.000	7,000,000	000,000,7	7,000,000	7,000,000	7,000,000	17.060.214	33,116.886	17,060,214	7,000,000	120,000,000	000,000,000	340,000,000	2,000,000	2,000,000	000,000,7	101,827,778	7,000,000	7,000,000	1,007,500	2,000,000	7,000,000	7,000,000	3,000.000	7,000,000	110,000,000	000'000'2	300,000,000	10.081 467	2,000,000	7,000,000	7,000,000	7,000,000	240,000,000	7.000.000	7,000,000	300,000,000	7,000,000	7.000,000	000,000,7	370,000,000	300.000.000	000,000,	000,000,7	7,000,000	3,000,000	7,000,000	417,472,222	14,000,000	7,000,000	14,000,000	7,000,000	200,000,7	7,000,000	7,000,000	239,970,250
Currency		9 1	3 9	: 9	AUD	9 !	3 5	9	AUD	AUD	Yq.	AUD	, Ad	AUD	AUD	AUD	yet	NZD	NZD	AUD	AUD	AUD	AUD	AUD	AUD	JP.	AUD	Àd,	LES CENT	AUD	AUD	AUD	AUD	Yar	AUD	AUD	yar.	Qn	an e	2 2	Ydr	À.	AUC	AUD	AUD	OSD	AUD	γqί	AUD	AUD	AUD	AUD	AUD	AUD	gn <sub>2</sub>	h d
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Instrument type	80.	90	3	80	pexi	pexi	pexi	pean	режі	zcB	Toating	ZCB	Floating	208	Floating	ZC8	Floating	-loating	-loaing	Posting		000	ZCB	ZCB	97816 Floating	Ebairo	Floating	Floating	Floating	97816 Floating	Floating	ZCB	27816 Floating	37816 Floating	97816 Floating	97816 Floating	97816 Floating	ZCB	ZCB	2C8	97816 Floating	Floating	ZCB	ZCB ZCB	ZCB	97816 ZCB	2CB	Floating	Fioating	2028 2028	ZCB	208	ZCB	208	2CB	97816 Floating 97816 Floating
Depository Account Number	97816	97816 ZCB	2,918,62	297878	97816 Fixe	97816	97816 Fixed	97816	91876	91816	97816	97816	97816	97816	97816	97816	97816	97816 Floating	87816 Floating	97816 Floating	97816 2CB	97816	97816 ZCB	97816	97816	9/810	97816	97816	97816	97816	97816	97816	97816 Float	97816	97816	97816	97816	97816 ZCB	97816	97816	97816	97816	97816	97818	97816	97816	97819	97816	97816	9/810	97816 ZCB	97816	97816/2CB 97816/2CB	97816 208	97816	97816
Blocking Reference	6045682	6045883	6045689	8045875	8045674	6045676	6045677	6045678	6045679	6045672	6045671	6045588	6045687	6045673	6045689	6045664	95500	6045661	6045663	6045662	6045655	6045655	6045653	6045857	6045658	6045652	6045648	6045647	6045650	6045643	6045645	6045646	6045644	6045637	6045639	6045638	6045640	6045633	6045631	6045634	6045636	6045626	6045627	6045629	6045625	6045630	6045619	6045620	6045623	6045624	6045621	6045612	6045613	6045615	6045611	6045614
International Securities Identification Number (ISIN)	XS0335143524	XS0335143441	XS0335143284	XS0334450012	XS0334450599	XS0334450326	XS0334224317	XS0334172054	XS0334171799	XS0334090445	XS0333969706	XS0333831187	X50333105501	XS0332764785	XS0332136463	XS0332108413	XS0331880566 VS0331853803	XS0331505122	XS0331504828	XS0331472281	XS0331048123	XS0331048040	XS0331044999	XS0331044726	XS0331037605	XS0330867762	XS0330724229 XS0330704149	XS0329878770	XS0329878267	XS0329877869 XS0329429541	XS0328337421	XS0329337264	XS0329067531	XS0328666119	XS0328587166	XS0328210652	XS0327847470 XS0327713350	XS0327465356	XS0327291349	XS0327275656	XS0327275227 XS0327082854	XS0326823324	XS0326486734	XS0325959285	XS0324983963	XS0324583607	XS0324462133	XS0324481911 XS0324342582	XS0324187839	XS0323635713	XS0323634823	XS0322468777	XS0322467969	XS0321795840	XS0321794280	XS0321396987 XS0321125014

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0.045600   0.045600			7,000,000 7,000,000 30,000,000 8,570,000 4,590,000 7,10,480,055 500,000,000 1,000,000 1,000,000 1,000,000	0.8063		
0.045500 0.04500 0.04550			7,000,000 300,0000,000 3,270,000 4,380,000 710,480,000 500,000 1,000,000 7,000,000 7,000,000 7,000,000 7,000,000	0.0095	5,643,750	
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1942.6   2052500			200,000,000 500,855,856 100,485,867 100,000 1,000,000 220,000,000 1,000	0.0095	6.745.081	Yes
0.045696   0.045696			500,555,556 100,465,671 100,000,000 1,000,000 2,000,000 1,100,000,000 1,100,000 1,100,000	0.0095	1.898,704	
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1920.00			100,000,000 1.000,000 2.000,000 1.000,000,000 1,000,000,000 1,100,000	0.0095	853,782	Yes
0.045595   0.045595	0 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5 5		1,000,000 7,000,000 220,000,000 100,000,000 1,100,000,000 7,000,000	0.0095	949,352	
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0.0045678   0.0045678   0.0045678   0.0045678   0.0045678   0.0045679   0.0045678   0.0045679   0.00	D: 0:		3,590,000	1,0000		
0.045579   0.045579   0.78756   0.	D. D.		3.360,000	1.0000		
0.004577   0.004577   0.004578   0.004579	9.		153,875,000	9600:0		Yes.
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